

AGREEMENT BETWEEN OWNER AND ENGINEER

THIS AGREEMENT is dated as of the _____ day of _____
in the year 2010, by and between CITY OF WEST LAFAYETTE, INDIANA, 609 West Navajo
Street, West Lafayette, IN 47906, hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the
following described project:

Purdue Perimeter Parkway Transportation Plan Amendment
Pedestrian Safety and Relinquishment Study

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services
pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and
equipment and is capable of performing the professional engineering services described herein;
is a corporation qualified to do business in the State of Indiana; and the services described
herein will be performed under the supervision of an engineer licensed to practice in the State of
Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set
forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in
Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix
"B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon
receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the
OWNER in accordance with the schedule contained in Appendix "C", attached to this Agree-
ment, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the
date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. **Work Office**

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

10 North 3rd Street, Lafayette, Indiana, 47901

2. **Employment**

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. **Subletting and Assignment**

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. **Use and Ownership**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER**

from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

15. **Supplements**

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

17. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

18. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

19. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

20. **Limitation of Liability**

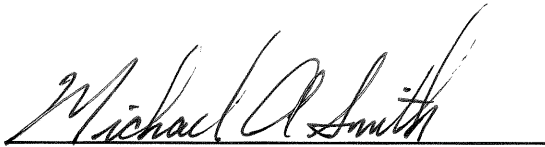
To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 20 ____.

ENGINEER:

BUTLER, FAIRMAN and SEUFERT, INC.



Michael A. Smith, Executive V.P.

OWNER:

CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION

Lawrence T. Oates, President

Attest:

Linda M. Sorensen, Recording Secretary

APPENDIX "A"

SERVICES BY ENGINEER

A. BRIEF PROJECT DESCRIPTION (SECTIONS I AND II)

This agreement is for the preparation of two transportation planning studies (Sections I and II) within the West Lafayette and Purdue area. Below is a brief description of each study while the detailed scope of work is listed on the following pages.

Section I: Northwestern Pedestrian Safety Study

The purpose of this study is to provide recommendations for improving pedestrian safety and capacity operations along the Northwestern Avenue corridor from Chelsea Road (just north of Mackey Arena) to Wiggins Street. This section of Northwestern is a key component of Purdue's pedestrian pathways. The locations of a parking garage and student residential housing along the east side, combined with the locations of Purdue main campus, Ross Ade Stadium and Mackey Arena along the west side, create the need for multiple pedestrian crossing facilities and traffic calming devices along the Northwestern roadway. Northwestern Avenue is a major thoroughfare for passenger car and CityBus traffic. Also, the future vehicular traffic operations along Northwestern are expected to increase as this roadway will be a component of the Purdue Perimeter Parkway. Therefore, enhancing the pedestrian crossing facilities along this section of the Northwestern corridor to improve the safety and capacity of pedestrians as well as vehicle operations will be necessary as the Purdue campus continues to grow.

Extensive data collection and traffic analyses will be performed in order to recommend the pedestrian crossing enhancements and traffic calming devices that would best serve the Northwestern corridor. This includes the collection of existing traffic count data for pedestrians, bicycles and vehicular traffic. Crash data will be collected and analyzed to determine any historical crash patterns. Site visits will be performed to assess the existing pedestrian crossing facilities including pavement markings, signage, traffic control devices and pedestrian pathways. Meetings with local stakeholders will be held for their input and knowledge of the study area. Future pedestrian and vehicular operations will be projected based on the existing data as well as land use assumptions provided by the stakeholders. The existing and projected pedestrian and vehicular traffic volumes will be compared to the volume requirements of industry standard warrants for the recommended improvements. Exhibits will be created that conceptualize the recommended improvements. A tabular list of the recommendations will summarize the safety and capacity benefits, estimated construction costs and potential funding sources. Finally, all data, analyses and recommendations will be summarized in a report which will provide a useful tool for the future planning of pedestrian facilities along the Northwestern Avenue corridor.

Section II: INDOT State Roads Relinquishment Study

Butler, Fairman & Seufert completed a preliminary scoping study under the City of West Lafayette General Services Agreement, Task Order No. 6 in November, 2010, to delineate limits and collect preparatory information on anticipated INDOT roadway relinquishments and define a scope for a more comprehensive study. Information from these studies is intended to be used by the City of West Lafayette in roadway relinquishment negotiations with INDOT.

The purpose of the current study outlined within this agreement is to assess the current condition, develop an asset inventory within a GIS geodatabase during the assessments, and provide planning level estimates for roadway reconstruction of anticipated roadways to be relinquished by INDOT within the city limits of West Lafayette.

B. SCOPE OF WORK FOR SECTION I: NORTHWESTERN PEDESTRIAN SAFETY STUDY

1. STUDY PARAMETERS

- a) Study Area - The study area will consist of Northwestern Avenue from Chelsea Road (just north of Mackey Arena) to Wiggins Street.
- b) Multi-Modal Traffic Operations - The safety and capacity operations of pedestrians in this area will require the analysis of all modes of travel including bicycles, City-Bus and passenger cars. Therefore, each of these modes of travel will be assessed and analyzed along Northwestern in order to provide recommendations that both improve pedestrian safety and address the needs of all modes of travel.
- c) Existing and Future Considerations - The study will consider both the multi-modal traffic operations of today and the anticipated horizon year operations. The horizon year will most likely be year 2030 or year 2035 with the specific year determined during the study. The analysis of the horizon year will ensure that the recommendations will continue to serve the future pedestrian and vehicular operations that are anticipated due to Purdue growth.
- d) Typical Operations and Special Events - This study will analyze and provide recommendations for the typical weekday operations (Monday through Thursday) while school is session, as well as nighttime and inclement weather accommodations. In addition, the analysis and recommendations will incorporate the findings and practices that have recently been implemented by the Purdue athletic and traffic research departments to improve special events such as Purdue football and basketball games.
- e) ADA Compliance and Enhancement - All recommended improvements will incorporate the appropriate ADA standards. In addition, the study will assess potential improvements to enhance the existing accessibility of pedestrian facilities. Example improvements include the installation of "accessible pedestrian signals" that provide audible and vibrating cues from the pedestrian push button.

2. DATA COLLECTION

- a) Crash Data - Crash reports from the past three years will be obtained from the state's database for the study area. Analysis of the crash patterns will provide insight into the needed safety improvements.
- b) Pedestrian Data - The necessary pedestrian and bicycle counts will be collected along the study area. Due to the multiple locations where pedestrians currently cross Northwestern, as well as the multiple pedestrian peak hours that may be associated with a university class schedule, 12-hour video surveillance may be needed in order to obtain accurate pedestrian count data.
- c) Vehicular Traffic Data - The necessary vehicle traffic counts will be collected which may include intersection turning movement counts, ADT counts, vehicle classification counts and vehicle speed data collection.
- d) Field Data - Site visits and pictures of the study area to identify the location and type of all existing pedestrian crossing facilities including pavement markings, signs, traffic control devices and pedestrian pathways.
- e) Aerials and Right-of-Way - The most current aerials will be obtained from publicly available sources. In addition, right-of-way information from local GIS sources will be obtained.
- f) CityBus Operations - The **ENGINEER** will obtain existing and anticipated bus routes and schedules for the study area from CityBus.
- g) Existing Studies and Research - The **ENGINEER** will obtain copies of any relevant studies and Purdue research that have been previously performed in the area. The **ENGINEER** may require the assistance of the stakeholders in obtaining the studies and research.

3. ANALYSIS

- a) Existing and Anticipated Future Multi-Modal Traffic Operations - An analysis of the existing traffic operations will be performed by summarizing the collected data including pedestrians, bicycles, CityBus and vehicular traffic. The analysis will also include the projection of the existing multi-modal operations to the horizon year to account for anticipated Purdue growth.

Projected traffic for the horizon year will be based on future land use assumptions for the study area. The accuracy of future land use assumptions requires intimate knowledge of the local area. Therefore, significant input from the planning departments of West Lafayette, Purdue and TCAPC will be required to determine the future land use assumptions needed for the analysis. It is anticipated that the planning departments will be able to provide to the **ENGINEER** detailed assumptions for the land use of any future development or re-development within the area. This could include maps and spreadsheets detailing the land use type, sizes and locations. The **ENGINEER** will then be responsible for translating the provided land use assumptions into the horizon year multi-modal traffic operations to be used for the analysis.

- b) Growth Rates - Projecting future traffic operations will also require the use of growth rates. It is anticipated that the TCAPC will be able to provide the **ENGINEER** with existing and future Average Daily Traffic (ADT's) along key study

roadways in the immediate study area. The **ENGINEER** will use these ADT's to calculate annual growth rates in traffic volumes and will apply the growth rates accordingly to project future peak hour traffic volumes at the study area intersections. It is also anticipated that Purdue University will be able to provide the **ENGINEER** with existing and future student enrollment numbers. The **ENGINEER** will use the enrollment numbers to determine vehicle and pedestrian growth rates.

- c) Crash Data - Includes the summary of the reported crash data to assess crash patterns which would indicate areas for safety improvement.
- d) Intersection Capacity Analysis - Analysis using the Highway Capacity Manual (HCM) methodologies will be performed at the major intersections such as Stadium Avenue, Grant Street, Fowler Avenue and Wiggins Street in order to assess the pedestrian and vehicle interactions.
- e) Preliminary Warrant Analysis - Most traffic control devices and pedestrian roadway crossing facilities have an industry recognized set of volume requirements which provide guidance as to whether an improvement is warranted or not. The existing and future pedestrian and vehicular traffic volumes for this study area will be compared to these volume requirements in order to perform a Preliminary Warrant Analysis. Since it is possible that the improvements recommended within this study may not be implemented for sometime after publication, the Preliminary Warrant Analysis may need to be revised before implementing a recommendation to verify that the pedestrian and vehicular volumes have not changed.

4. REPORT

- a) Draft Report - A completed draft report will be provided to the stakeholders for their review.
- b) Final Report - A finalized report will be provided after review from the stakeholders.
- c) Deliverables - The report will include the following:
 - Both PDF and hard copy formats.
 - Description of the analysis process.
 - Exhibits summarizing the existing and projected pedestrian and vehicular traffic data, the existing pedestrian crossing facilities, and drawings which conceptualize the recommended improvements.
 - Tabular summary of the recommended improvements. The summary will include the safety and capacity benefits, estimated construction costs and potential funding sources.
 - Appendices summarizing the collected pedestrian and vehicular data, the capacity analysis software output and stakeholder input.

5. STAKEHOLDER MEETINGS

- a) Study Parameters - Meetings may be needed between the **ENGINEER** and the stakeholders to confirm the basic study assumptions made by the **ENGINEER** such as the study area and horizon year.

- b) Data Collection - Meetings with individual stakeholders may be needed to collect data for the analysis such as CityBus routes and schedules, aerials, GIS right-of-way information and existing studies that have been previously performed in the area.
- c) Land Use Assumptions - Meetings with the planning departments of each stakeholder will be needed to obtain the anticipated land use assumptions (future development or re-development, location, type, size) for the study area.
- d) Growth Rates - Meetings with the planning departments of each stakeholder will be needed to obtain information necessary for the **ENGINEER** to calculate the growth rates of pedestrian volumes, vehicular traffic volumes and student enrollment.
- e) Draft Report - A meeting with the stakeholders will be needed to discuss the initial findings of the analysis.
- f) Final Report - Depending on the stakeholders review of the draft report, a second meeting may be needed to discuss the finalized findings of the analysis.

C. SCOPE OF WORK FOR SECTION II: INDOT STATE ROADS RELINQUISHMENT STUDY

The following tasks shall be completed for the Section II study:

- Collect and prioritize needs for roadway improvements of the relinquished roadways
 - Map in a geodatabase the locations of distresses at curb, sidewalk, and pavement locations within the areas of interest.
 - Develop planning level road reconstruction or maintenance projects based on the visual assessments of the roadway segments and engineering judgment.
 - Provide exhibits for each roadway depicting proposed project limits.
 - Provide planning level estimates for reconstruction and maintenance projects.
- Assess ADA compliance of sidewalk curb ramps
 - Map in a geodatabase, the locations of sidewalk curb (ADA) ramps at all paved sidewalks in each intersection with a curbed public roadway or curbed signalized commercial drive. Provide photo documentation linked to the location.
 - Perform a visual inspection of ADA ramps to note locations ramps are missing, absent of detectable warning surface, and if warning surface is to current standard. Locations with apparent non-compliant distances and slopes will be noted, but physical measurements are not included.
- Catalog Traffic Signal Equipment
 - Map in a geodatabase, the locations of traffic signal equipment and provide photo documentation linked to the location.
 - Collect traffic signal equipment manufacturer and model in controller cabinets and enter in database to identify equipment for standardization.

- Catalog Roadway Lighting Equipment
 - Map in a geodatabase, the locations, types, and general condition of roadway lighting poles.
- Catalog Roadway Signage
 - Map in a geodatabase the location, text, size, installation date, mounting information, and photo documentation linked to the location.
- Provide maps of collected GIS information in the following formats:
 - Paper map format for overview
 - Map book format for detail
 - Electronic GIS format either in shape file or geodatabase
 - PDF format of paper map and map book

D. EXCLUSIONS FOR SECTION I: NORTHWESTERN PEDESTRIAN SAFETY STUDY

The following items will not be performed by the **ENGINEER** or provided as part of this agreement.

1. The preparation of economic development plans, market overview plans or campus master planning relating to the traffic analysis.
2. Land use planning or the determination of land assumptions needed for the traffic analysis.
3. The results of this study can be used to justify the amendment of the "Transportation Plan for 2030" or possibly the "Purdue University West Lafayette Master Plan Report". However, it is not anticipated that any work will be necessary by the **ENGINEER** during the amendment process.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Provide to the **ENGINEER** the needed data as discussed in the Scope of Work in Appendix A which includes the following:
 - a) Land use assumptions
 - b) GIS right-of-way data
 - c) Copies of previous studies within the area
8. Assist the **ENGINEER** in obtaining the data needed from local stakeholders (Purdue, TCAPC and CityBus) which includes the following:
 - a) Land use assumptions (Purdue)
 - b) Existing and future ADT's for traffic growth rates (TCAPC)
 - c) Existing and future student enrollments for growth rates (Purdue)
 - d) Existing and future bus routes and schedules (CityBus)
 - e) Copies of previous studies within the area (Purdue, TCAPC and CityBus)

APPENDIX "C"

SCHEDULE

SECTION I: NORTHWESTERN PEDESTRIAN SAFETY STUDY

- | | | |
|----------------------------------|--------------|---------------------------------|
| 1. Start traffic data collection | Start by | January 19 th , 2011 |
| 2. Draft report | Completed by | May 31 st , 2011 |
| 3. Final report | Completed by | June 30 th , 2011 |

SECTION II: INDOT STATE ROADS RELINQUISHMENT STUDY

- | | | |
|-----------------|--------------|---------------------------------|
| 1. Draft report | Completed by | February 9 th , 2011 |
| 2. Final report | Completed by | March 16 th , 2011 |

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$119,500.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Section I: Northwestern Pedestrian Safety Study	\$ 93,000.00
Section II: INDOT State Roads Relinquishment Study	\$ 26,500.00

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX "D-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
E-V Engineer V (Principal)	\$ 175.00
E-IV Engineer IV	\$ 155.00
E-III Engineer III	\$ 135.00
E-II Engineer II	\$ 100.00
E-I Engineer I	\$ 75.00
FP-IV Field Personnel IV (Project Coordinator)	\$ 125.00
FP-III Field Personnel III	\$ 105.00
FP-II Field Personnel II	\$ 80.00
FP-I Field Personnel I	\$ 65.00
EA-III Engineer's Assistant III	\$ 130.00
EA-II Engineer's Assistant II	\$ 100.00
EA-I Engineer's Assistant I	\$ 75.00
S-II Support Personnel II	\$ 55.00
S-I Support Personnel I	\$ 50.00
C-II Clerical II	\$ 80.00
C-I Clerical I	\$ 60.00
P-III Planner/Environmental Specialist III	\$ 125.00
P-II Planner/Environmental Specialist II	\$ 80.00
P-I Planner/Environmental Specialist I	\$ 65.00
GIS-IV GIS Administrator	\$ 130.00
GIS-III GIS Database Administrator	\$ 105.00
GIS-II GIS Specialist	\$ 85.00
GIS-I GIS Technician	\$ 60.00

The billing rates may be adjusted annually (beginning January 2011) to reflect changes in the compensation payable to the **ENGINEER**.

APPENDIX "E"

MISCELLANEOUS PROVISIONS

(Not applicable)